

A. G. Contract No. KR91-2075-TRD
ECS File: JPA-91-99
FCDMC File: 91007
Project: **H 2222 04D**
Section: Gila Drain Floodway

INTERGOVERNMENTAL AGREEMENT
BETWEEN

THE STATE OF ARIZONA,
THE ARIZONA BOARD OF REGENTS
FOR AND ON BEHALF OF
THE ARIZONA STATE UNIVERSITY,
AND

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY

THIS AGREEMENT is entered into 14 January, 1992, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "STATE"), ARIZONA BOARD OF REGENTS, for and on behalf of ARIZONA STATE UNIVERSITY ("ASU") and FLOOD CONTROL DISTRICT OF MARICOPA COUNTY, acting by and through its Board of Directors (the "DISTRICT").

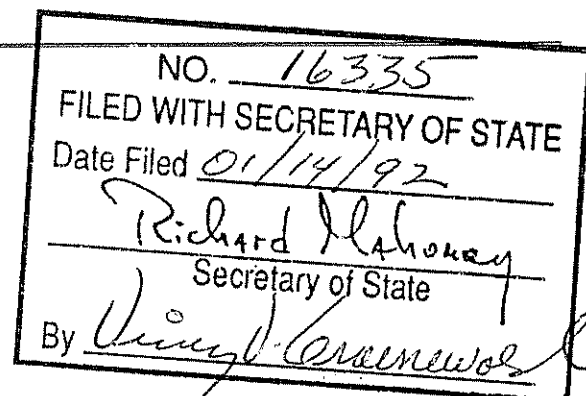
I. RECITALS

1. The STATE is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the STATE.

2. ASU is empowered by Arizona Revised Statutes Section 15-1625B and 35-148 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of ASU.

3. The DISTRICT is empowered by Arizona Revised Statutes Section 48-3603 to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the DISTRICT.

4. The STATE is proceeding with the planning, design and construction of the Price Expressway and Santan Freeway which will include features that will intercept and discharge stormwater into a gravity flow outfall utilizing a constructed floodway along the existing Gila Drain. The STATE is responsible for developing a master plan for development of the Gila Drain Floodway (Floodway).



5. The DISTRICT is interested in cooperating with the STATE and ASU in the planning, design and implementation of an improved Floodway which will provide a regional stormwater drainage outfall for the southeast valley to the Gila River.

6. The School of Agribusiness and Environmental Resources at Arizona State University has submitted a proposal, entitled "Multi-Purpose Development of the Gila Drain Floodway, Phase One: Conceptual Plan, June 1991" to develop a conceptual multi-purpose plan for the Floodway. ASU proposes to develop the conceptual plan (Phase One), herein referred to as the "Plan", for a cost of approximately \$100,000.

7. Future agreements are anticipated which will address the responsibilities for the design, construction and operations and maintenance of the Floodway, if the parties agree to construct the conceptual plan.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK/RESPONSIBILITIES

1. The STATE and the DISTRICT will:

Fund the cost of the Plan with each party's participation not to exceed \$50,000.00.

2. The STATE will:

a. Upon execution of this agreement, submit to the DISTRICT an invoice totaling one-half of the Plan cost, not to exceed \$50,000.00 for its participation in the Plan.

b. Remit payments to ASU from monthly billings, for cost incurred by ASU in conducting the Plan. Administer payments for the District's fifty percent (50%) share, reimburse any unused funds and provide a detailed accounting of expenditures to the DISTRICT upon completion and acceptance of the Plan by the STATE and the DISTRICT.

c. Provide to ASU for incorporation into the conceptual plan, information that has been developed for the Price Expressway and Santan Freeway related to the interception and discharge of storm water drainage into the proposed Floodway.

d. Perform the hydrologic and hydraulic analysis for the Conceptual Area Drainage Plan element of the Plan.

e. Provide to the DISTRICT, all hydrologic and drainage information that it has developed for the Price Expressway and Santan Freeway for the DISTRICT's review and comment.

3. ASU will:

a. Utilize the results of the State's hydrologic and hydraulic analysis and in accordance with the referenced proposal, prepare a comprehensive multi-purpose development concept plan for the Gila Drain Floodway to include an environmental inventory for the Floodway and watershed area; a wetland/water quality plan to determine requirements for using a wetland area to treat stormwater to attain compliance with federal and local water quality regulations; a revegetation plan for the Floodway.

b. Coordinate all elements of the Plan with the STATE and the DISTRICT to assure compatibility with the proposed freeways and drainage systems.

c. Assume responsibility for coordinating the Plan with the Gila River Indian Community (GRIC), the DISTRICT and other parties as appropriate.

4. The DISTRICT will:

a. Remit to the STATE, upon execution of this agreement and within 30 days of receipt of an invoice, fifty percent (50%) of the costs of the Plan, not to exceed \$50,000.00.

b. Provide to the STATE and ASU all hydrologic information that it has which should be included in the Plan.

c. Review and comment, as appropriate, on all hydrologic and drainage information provided by the STATE for the Price Expressway and Santan Freeway.

d. Consider assuming operation and maintenance responsibility for the flood control features of the Floodway, if the Floodway provides an outfall for a regional drainage system for the southeast valley that can be integrated into the freeway drainage system.

e. Review, evaluate and comment on the conceptual plan developed as part of the ASU study and Conceptual Area Drainage Plan developed by the STATE. The DISTRICT will closely coordinate all comments with the STATE so that the DISTRICT and the STATE may cooperatively determine future responsibilities, if any, that the DISTRICT and the STATE may accept in the implementation of the Floodway.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Plan; provided, however, that this agreement,

may be canceled at any time upon thirty (30) days written notice to the other party.

2. Each party to this agreement shall pay for and not seek reimbursement for its own personnel and administrative costs associated with the review, evaluation, and coordination of the Plan.

3. The parties hereto agree to comply with all applicable state and federal laws, rules, regulations and executive orders as to equal employment opportunity, non-discrimination and affirmative action.

4. This agreement shall become effective upon filing with the Secretary of State.

5. This agreement may be canceled in accordance with Arizona Revised Statutes Section 38-511.

6. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract, and all parties to this agreement shall enjoy the same right of inspection and audit as provided to the STATE.

7. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518(B) and (C).

8. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
Mail Drop 616E
205 South 17 Avenue, Room 222E
Phoenix, AZ 85007

Flood Control District
of Maricopa County
Chief, Planning Branch
3335 West Durango
Phoenix, AZ 85009

Arizona State University
Center of Agribusiness Policy Studies
Tempe, AZ 85287-3306

9. Attached hereto and incorporated herein is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Arizona Board of Regents, acting for
ARIZONA STATE UNIVERSITY

STATE OF ARIZONA
Department of Transportation

By Janice D. Bennett
Janice D. Bennett Date 11-7-91
Interim Assistant Director
Office of Research & Creative Activities

By Robert P. Mickelson
ROBERT P. MICKELSON, Date 11/6/92
State Engineer

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
a Municipal Corporation

Recommended by:

By: D. E. Sagramoso 11-18-91
D. E. Sagramoso, P.E. Date

Approved and Accepted:

By: John Meertore
Chairman, Board of Directors

Attest:

By: Karen McCarroll
Clerk of the Board 12.9.91


This Intergovernmental Agreement has been reviewed pursuant to Arizona Revised Statutes 11-952, as amended, by the undersigned General Counsel, who has determined that it is in proper form and within the powers and authority granted to the Flood Control District of Maricopa County under the laws of the State of Arizona.

By: Julie M. Sammon 11/18/91
General Counsel Date

RESOLUTION

BE IT RESOLVED on this 5th day of August 1991, that I, CHARLES E. COWAN, as Director of the Arizona Department of Transportation, have determined that it is in the best interest of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the Flood Control District of Maricopa County and the Arizona State University for the purpose of defining certain responsibilities of cost-sharing the study for the Gila Drain Floodway.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Deputy State Engineer.


for CHARLES E. COWAN, Director
Arizona Department of
Transportation

CERTIFICATION

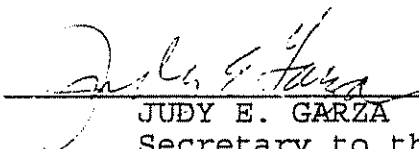
STATE OF ARIZONA)
)
County of Maricopa)

I, JUDY E. GARZA, the duly appointed, qualified and acting Secretary to the Arizona Board of Regents, do hereby certify that during a regular meeting of said Board held on October 18, 1991, the Board, by motion duly made, seconded and carried, approved and authorized the following:

Arizona State University to enter into an agreement with the Arizona Department of Transportation and Flood Control District of Maricopa County to develop a conceptual plan for the multipurpose development of an improved Floodway for the southeast Valley to the Gila River in the amount of \$100,000 for a period of approximately one year after the filing of this agreement with the Secretary of State.

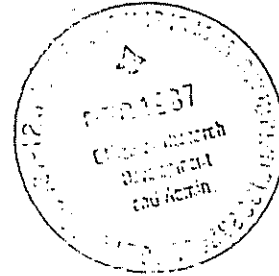
I further certify that said meeting was duly called and regularly convened and was attended throughout by a majority of the members of said Board, and that approval has not since been altered or rescinded.

IN WITNESS WHEREOF, I have hereunto set my hand and the Seal of said Board this 21st day of October 1991.



JUDY E. GARZA
Secretary to the
Board of Regents

CERTIFICATION



STATE OF ARIZONA)
)
County of Maricopa)


I, JUDY E. GARZA, the duly appointed, qualified and acting Secretary to the Arizona Board of Regents, do hereby certify that during a regular meeting of said Board held on December 4, 1987, the Board, by motion duly made, seconded and carried, approved and authorized the following:

The below listed University officers designated by the President of Arizona State University to execute contracts and other written instruments on behalf of the Board.

President
Vice President for Academic Affairs
Associate Vice President for Academic Affairs
Vice President for Business Affairs
Vice President for Research
Assistant Vice President for Research
Vice President for Student Affairs
Vice President for University Relations
Associate Vice President for University Relations
Vice President for ASU West
General Counsel
Director of Athletics
Director of Purchasing
Assistant Director of Purchasing
Director of Planning and Construction
Director of the Office of Research Development and Administration
Director of the Office of Sponsored Programs Administration
Purchasing Department and Bookstore Buyers

I further certify that said meeting was duly called and regularly convened and was attended throughout by a majority of the members of said Board, and that approval has not since been altered or rescinded.

IN WITNESS WHEREOF, I have hereunto set my hand and the Seal of said Board this 15th day of, 1987.



JUDY E. GARZA
Secretary to the Board of Regents

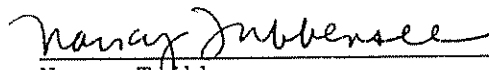
INTERGOVERNMENTAL AGREEMENT

DETERMINATION

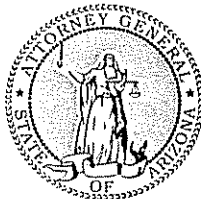
Pursuant to A.R.S. 11-952, the foregoing agreement has been submitted to Counsel to the Arizona Board of Regents, for the benefit of Arizona State University.

The undersigned has determined that said agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Board of Regents.

DATED this 6 day of November, 1991



Nancy Tribbensee
Associate General Counsel
ARIZONA STATE UNIVERSITY



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007

MAIN PHONE : 542-5025
TELECOPIER : 542-4085

January 9, 1992

INTERGOVERNMENTAL AGREEMENT


DETERMINATION

A. G. Contract No. KR91-2075 -TRD, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 10th day of January, 1992.

GRANT WOODS
Attorney General


JAMES R. REDPATH
Assistant Attorney General
Transportation Section